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Attorneys for Plaintiff
SPECIALTY LABORATORIES, INC.

**IN THE UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF CALIFORNIA, FRESNO DIVISION**

11 In re
12 TULARE LOCAL HEALTHCARE DISTRICT,
 dba TULARE REGIONAL MEDICAL CENTER,

Case No. 17-13797
Chapter 9
Adv. No.: 18-01014

14 Debtor.
15 SPECIALTY LABORATORIES, INC
California corporation,
16 Plaintiff.

SPECIAL LABORATORIES, INC.'S INITIAL DISCLOSURES

18 HCCA TULARE REGIONAL MEDICAL
19 CENTER, an unknown business entity;
20 HEALTHCARE CONGLOMERATE
21 ASSOCIATES, LLC, a California Limited
Liability Company;
TULARE LOCAL HEALTH CARE DISTRICT, a
California public entity;
and Does 2 through 50, inclusive.

Defendants.

Plaintiff Specialty Laboratories, Inc. (“Specialty Laboratories” or “Plaintiff”) by and through its counsel, Chad M. Wilson, Esq., of Lanak & Hanna, P.C., hereby makes its Initial Disclosures pursuant to Fed. Bankr. P. 7026 and Fed. R. Civ. P.26(a)(1). These Initial Disclosures are made on information now reasonably available. Plaintiff has not yet fully completed its investigation of the case and therefore reserves the right to supplement these disclosures as its investigation continues.

1 **A. NAMES OF INDIVIDUALS LIKELY TO HAVE DISCOVERABLE INFORMATION**
2 **(Fed. R. Civ. P.26(a)(1)(A)(1)).**

- 3 1. Specialty Laboratories, Inc. c/o Lanak & Hanna, P.C., 625 The City Drive South, Suite 190,
4 Orange, CA 92868:
5 a. PMK for Specialty Laboratories, Inc.
6 b. Michael K. Bond, signatory to Laboratory Services Agreement
7 c. Anna Tutunjian, Manager
8 d. Susanna Sisilyan, Coordinator
9 e. Hortensia Rivera, Client Revenue
10 2. Tulare Local Healthcare District c/o Walter Wilhelm Law Group, 205 E. River Park Circle,
11 Suite 410, Fresno, California 93720:
12 a. PMK for Tulare Local Healthcare District
13 b. Ashley Sell, Accounts Payable
14 c. Michael Jamaica, Secretary
15 d. Sharon Fong, Lab Manager
16 e. Delbert Bryant, Controller
17 f. Sherrie Bell, Board Chairman/President
18 g. Alan Germany, CFO/COO
19 3. HCCA c/o Klein, DeNatale, Goldner, Rosenlieb & Kimball, LLP, 5260 N. Palm Avenue,
20 Suite 205, Fresno, California 93704:
21 a. Yorai Benny Benzeevi, Chairman
22 b. Evelyn Vallarta, Manager
23 4. Plaintiff reserves the right to supplement this disclosure as to individuals likely to have
24 discoverable information that Plaintiff may use to support its claim.

25 **B. DOCUMENT DISCLOSURES (Fed.R. Civ.P. 26(a)(1)(A)(ii))**

- 26 1. Documents, electronically stored information and tangible things that Plaintiff may use to
27 support its claim include:
28 a. Laboratory Services Agreement dated February 27, 2007;

- 1 b. Correspondence from Defendants requesting services from Plaintiff;
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3 c. Invoices for laboratory services including but not limited to the following:

Month	Invoice #
Dec-16	9168432316
Nov-16	9168115322
Oct-16	9167564360
Sep-16	9167090473
Aug-16	9166616616
Jul-16	9166106630
Jun-16	9165694070
May-16	9165233385

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- d. Payments from Defendants for services provided by Plaintiff;
e. Demand letters dated November 30, 2016, December 16, 2016, January 18, 2017, and March 2, 2017;
f. Termination Letter dated January 5, 2017;
g. Government Code Claim submitted June 28, 2017;
h. Proof of Claim filed December 19, 20017;
i. Answers of Defendants to First Amended Complaint; and
j. Claims Register and List of Creditors.

2. The above described documents will be made available for inspection and copying pursuant a request made under Rule 34.
3. Plaintiff reserves the right to supplement this disclosure as to documents, electronically stored information and tangible things that Plaintiff may use to support its claim.

C. COMPUTATION OF DAMAGES (Fed. R. Civ. P. 26(a)(1)(A)(iii))

Plaintiff's damages are based on the following unpaid invoices:

Month	Invoice #
Dec-16	9168432316

1	Nov-16	9168115322
2	Oct-16	9167564360
3	Sep-16	9167090473
4	Aug-16	9166616616
5	Jul-16	9166106630
6	Jun-16	9165694070
7	May-16	9165233385

9 **D. INSURANCE AGREEMENT (Fed. R. Civ.P. 26(a)(1)(A)(iv)).**

10 Plaintiff is not aware of any insurance agreements that may provide coverage for its damages.

11 **E. EXPERT WITNESS (Fed.R. Civil.P.26(a)(2)(A)).**

12 Plaintiff reserves the right to supplement this disclosure as to expert witness identities and any
13 written report generated on behalf of Plaintiff at such time the witnesses and/or materials become known
14 to Plaintiff.

15 DATED: September 19, 2018

LANAK & HANNA, P.C.

17 By: s/ Chad M. Wilson

18 CHAD M. WILSON
Attorneys for Plaintiff
SPECIALTY LABORATORIES, INC.